

EXHIBIT 1

Friday, August 8, 2025 at 11:45:31 Central Daylight Time

Subject: Re: DirectToU litigation - CONFIDENTIAL SETTLEMENT COMMUNICATION - INADMISSIBLE FOR ANY PURPOSE OTHER THAN SETTLEMENT

Date: Thursday, June 12, 2025 at 6:53:49 PM Central Daylight Time

From: Frank Hedin

To: Joel C. Griswold

CC: Julian Hammond, Bonnie Keane DelGobbo

Joel
Plaintiffs accept.

Frank S. Hedin
Hedin LLP
1395 Brickell Avenue, Suite 610
Miami, Florida 33131
(305) 357-2107
<http://www.hedinllp.com>

On Jun 12, 2025, at 11:51AM, Griswold, Joel C. <jcgriswold@bakerlaw.com> wrote:

Hi Frank and Julian,

We have attached a draft counter-offer in the context of a redlined settlement agreement. If accepted, we will send conforming exhibits later.

Thank you,

Joel

Joel Griswold

Partner

<image001.png>

One North Wacker Drive | Suite 3700
Chicago, IL 60606-2859
T +1.312.416.6238

jcgriswold@bakerlaw.com
bakerlaw.com

<image002.png>

<image003.png>

From: Frank Hedin <fhedin@hedinllp.com>
Sent: Tuesday, June 10, 2025 9:10 PM
To: Griswold, Joel C. <jcgriswold@bakerlaw.com>
Cc: Julian Hammond <jhammond@hammondlawpc.com>
Subject: Re: DirectToU litigation

One other thing I forgot to mention. My clients would be added as class reps and receive the same service award amount as Hoang To, and I would be added as class counsel alongside Julian.

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On Jun 10, 2025, at 10:03 PM, Frank Hedin <fhedin@hedinllp.com> wrote:

Nothing more than fixing the release to be less broad (in the ways the court identified), and fixing the other form-related issues flagged by the court in its order (such as making sure the correct projected amount per claimant is included in the notices, etc).

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On Jun 10, 2025, at 10:01 PM, Griswold, Joel C.
<jcgriswold@bakerlaw.com> wrote:

Settlement Communication

Thanks, Frank. Because I know it will be asked, what do you expect from my client in terms of joint cooperation to address the objections?

On Jun 10, 2025, at 8:44 PM, Frank Hedin
<fhedin@hedinllp.com> wrote:

Plaintiffs demand a \$1.75M class settlement on the same terms as the prior settlement, with the issues identified by the court in its order sustaining objections to be addressed in a revised settlement agreement through joint cooperation by the parties.

Frank S. Hedin
<img-304caf2e-6ebd-4a59-a4e8-6863415f3bb4>
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Tel: [+ 1 \(305\) 357-2107](tel:+13053572107)
Fax: [+ 1 \(305\) 200-8801](tel:+13052008801)

From: Griswold, Joel C.
<jcgriswold@bakerlaw.com>
Date: Tuesday, June 10, 2025 at 9:27 PM
To: Frank Hedin <fhedin@hedinllp.com>
Subject: Re: DirectToU litigation

They are open to hearing a new settlement demand, without waiving any rights or arguments.

On Jun 10, 2025, at 6:58 PM,
Frank Hedin
<fhedin@hedinllp.com> wrote:

Ok, and I take it they don't want to settle?
Frank S. Hedin

Hedin LLP

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610
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On Jun 9, 2025, at
1:04 PM, Griswold,
Joel C.
<jcgriswold@bakerlaw.com> wrote:

Thanks, Frank. They are
not interested in staying
a decision on the
motion to compel.

Thanks,

Joel

Joel Griswold
Partner

<image001.png>

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Chicago, IL 60606-2859
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jcgriswold@bakerlaw.com
bakerlaw.com
<image002.png>
<image003.png>

From: Frank Hedin
<fhedin@hedinllp.com>
Sent: Monday, June 9,
2025 11:31 AM

To: Griswold, Joel C.
<jcgriswold@bakerlaw.com>

Subject: Re: DirectToU
litigation

Joel, any update?
Does your client want
to do the stay?

Frank S. Hedin

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On Jun 6,
2025, at
11:27 AM,
Griswold,
Joel C.

<jcgriswold@bakerlaw.com>

wrote:

Hi Frank,

Do you
have time
for a quick
follow-up
to our
conversation
from
yesterday?

Thanks,

Joel

Joel Griswold

Partner

<image001.png>

One North Wacker Drive | Suite 3700
Chicago, IL 60606-2859
T +1.312.416.6238

jcgriswold@bakerlaw.com

bakerlaw.com

<image002.png>

<image003.png>

From: Griswold,
Joel C.

Sent: Monday,
June 2,
2025 9:59
AM

To: Frank
Hedin
<[fhedin@h
edinllp.com](mailto:fhedin@hedinllp.com)>
>

Cc: Julian
Hammond
<[jhammon
d@hammo
ndlawpc.co
m](mailto:jhammond@hammondlawpc.com)>

Subject: RE:
DirectToU
litigation

Thanks,
Frank. In
order to
assess
whether a
second

day of
mediation
would be
fruitful,
can you
please let
us know
what your
demand
would be?

Thanks,

Joel

Joel Griswold
Partner

<image001.png>

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T +1.312.416.6238

jcgriswold@bakerlaw.com
bakerlaw.com
<image002.png>
<image003.png>

From: Frank
Hedin
<[fhedin@h](mailto:fhedin@hedinllp.com)
edinllp.com

>

Sent: Friday,
May 30,
2025 7:00
PM

To: Griswold,
Joel C.
<jcgriswold

jhammond@bakerlaw.com>

Cc: Julian
Hammond
<jhammond@hammondlawpc.com>

Subject: Re:
DirectToU
litigation

Joel:
Plaintiff
would
agree that
the
defendant's
participation
in this
proposed
future
mediation
would not
be used
by
Plaintiffs
as a basis
for
arguing
that
defendant
waived
the right
to compel
arbitration.
The
parties
would
need to
split the
costs of
the
mediation

evenly, as
we did
previously,
but I think
we would
be willing
to agree
to a stay
of the
litigation
pending
the
mediation
(I will
need to
confirm
on that
issue,
though,
and get
back to
you).

Have a
nice
weekend
Joel.

Frank

Frank S.
Hedin
Hedin LLP
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Brickell
Avenue,
Suite 610
Miami,
Florida
33131
(305)
357-2107
<http://w>

[www.hedin
llp.com](http://www.hedinllp.com)

On
May
30,
2025,
at
7:50 PM,
Griswold,
Joel
C.

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wrote:

Hi
Frank,

Would
Plaintiffs
agree
that
Defendants
are
not
waiving
their
right
to
compel
arbitration
if
they
agreed
to
mediation?
And
would
Plaintiffs
agree
to
bear
the
cost
for
the
mediation?

Thanks,

Joel

Joel Griswold
Partner

<image001.png>

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Chicago, IL 60606-2859
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jcgriswold@bakerlaw.com
bakerlaw.com
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From: Frank
Hedin

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Sent: Thursday,
May
22,
2025
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To: Griswold,
Joel
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Cc: Julian
Hammond

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Subject: DirectToU
litigation

[External
Email:
Use
caution
when
clicking
on
links
or
opening
attachments.]

Hi
Joel:

Does
your
client
have
any
interest
in
mediating
this
one?

Frank
S.
Hedin
Hedin LLP
1395
Brickell
Avenue,
Suite
610
Miami,
Florida
33131
(305)
357-
2107
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party
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which
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is
addressed
and
may
contain
information
that
is
privileged,
confidential,
or
protected
by
law.
If
you
are
not
the
intended
recipient

you
are
hereby
notified
that
any
dissemination,
copying
or
distribution
of
this
email
or
its
contents
is
strictly
prohibited.
If

you
have
received
this
message
in
error,
please
notify
us
immediately
by
replying
to
the
message
and
deleting
it
from
your
computer.

Any
tax
advice
in
this
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is
for
information
purposes
only.
The
content
of
this
email
is
limited
to
the
matters
specifically
addressed
herein
and
may
not
contain
a
full
description
of
all
relevant
facts
or

a
complete
analysis
of
all
relevant
issues
or
authorities.

Internet
communications
are
not
assured
to
be
secure
or
clear
of
inaccuracies
as
information
could
be
intercepted,
corrupted,
lost,
destroyed,
arrive
late
or
incomplete,
or
contain
viruses.
Therefore,
we
do
not
accept
responsibility
for
any
errors
or
omissions
that
are
present
in
this
email,
or
any
attachment,
that
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arisen
as
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result
of
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mail
transmission.

<img-304caf2e-6ebd-4a59-a4e8-6863415f3bb4>

<Hoang To v DirectToU - June 2025 Draft Settlement Agreement.docx>